

615 214-6311
Fax 615 214-7406

June 5, 2000

POSTED
6-7-00

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

IN RE: BELLSOUTH "WIN BACK" TARIFF

Tariff No. 00-00391

BELLSOUTH'S OPPOSITION TO NEXTLINK's PETITION

On May 1, 2000, BellSouth Telecommunications, Inc. ("BellSouth") posted a notification on its website informing CLECs operating in Tennessee of the offering that is the subject of this tariff. On May 15, 2000, BellSouth filed this tariff, and BellSouth has since responded to questions from the Staff regarding this tariff. On May 26, 2000, the Tennessee Regulatory Authority ("TRA") issued a Final Conference Agenda listing this tariff as a matter to be considered during the June 6, 2000 Director's Conference.

At approximately 4:32 p.m. on Friday, June 2, 2000 -- four weeks after the CLEC notification was posted on the website, two weeks after BellSouth filed its tariff, one week after the TRA issued its Final Agenda for the June 6 Conference, and a mere 8 business hours before that Conference -- BellSouth received a copy of NEXTLINK's "Petition to Suspend Tariff, Convene a Contested Case, and to Intervene" ("Petition").¹ As grounds for its untimely filing,² NEXTLINK alleges that

¹ Upon information and belief, NEXTLINK filed the Petition with the TRA at approximately 4:15 on the same day.

² Parties are required to file petitions for intervention "at least seven (7) days before the hearing" T.C.A. §4-5-310(a)(1).

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the tariff is "unduly discriminatory and anti-competitive." See Petition at 2. As explained below, however:

- A. BellSouth's tariff is not unduly discriminatory;
- B. The FCC itself has stated that winback efforts are pro-competitive and beneficial to customers;
- C. The doctrines of estoppel and unclean hands prohibit NEXTLINK from filing this Petition; and
- D. The interests of justice would not be served if NEXTLINK's meritless and untimely Petition were granted.

The TRA, therefore, should deny NEXTLINK's untimely Petition, approve BellSouth's tariff, and allow Tennessee consumers to enjoy even more of the benefits of the robust competition that undeniably exists in the business market in this State.

I. THE TRA SHOULD EXERCISE ITS DISCRETION TO DENY NEXTLINK'S UNTIMELY PETITION.

NEXTLINK's belated filing does not require the TRA to convene a contested case. The Supreme Court of Tennessee recently noted that "the TRA has the power to convene a contested case hearing if it chooses to exercise the authority," *Consumer Advocate Div. v. Greer*, 967 S.W.2d 759, 763 (Tenn. 1998), and it held that "§65-5-203(a) does not impose a mandatory duty upon the TRA to convene a contested hearing in every case upon the filing of a written complaint." *Id.* at 764. As explained below, the arguments asserted by NEXTLINK in its Petition are without merit as a matter of law. The TRA, therefore, should not allow NEXTLINK to insulate itself from competition by filing a belated Petition that raises meritless legal issues.

A. BELLSOUTH'S TARIFF IS NOT UNDULY DISCRIMINATORY.

Despite its characterizations to the contrary, NEXTLINK's tactics of levying "discrimination" attacks against BellSouth offerings that are designed to provide lower rates and additional competitive choices to Tennessee consumers are hardly "novel." See Petition at 1.³ Instead, they are merely a continuation of the same tactics NEXTLINK employed -- unsuccessfully -- in the CSA Proceedings.⁴ NEXTLINK is as wrong now as it was then.

As BellSouth explained during the CSA Proceedings, Tennessee law does not prohibit a public utility from offering different rates -- it only prohibits a utility from offering different rates to similarly situated customers. In *Southern Ry. Co. v. Pentecost*, 330 S.W.2d 321, 325 (Tenn. 1969), for example, the Tennessee Supreme Court held that a railroad did not engage in undue discrimination by charging some customers \$18 per car while charging a nearby customer \$33 per car. The Supreme Court explained that carriers

³ Additionally, NEXTLINK's statement that "[t]his tariff is the first of its kind" is not quite accurate. On at least two occasions, ICG has made tariffed offerings available to new customers who had switched their local exchange service to ICG from an ILEC, but not to new customers who had switched their local exchange service to ICG from another CLEC. See ICG Tariff No. 1, §§10.4 and 10.5 (Attachment 1).

⁴ See, In Re: Proceeding for the Purpose of Addressing Competitive Effects of Contract Service Arrangements Filed by BellSouth Telecommunications, Inc. in Tennessee, Docket No. 98-00559; BellSouth Telecommunications, Inc.'s Tariff to Offer Contract Service Arrangement TN98-6766-00 for Maximum 13% Discount on Eligible Tariffed Services, Docket No. 98-00210; BellSouth Telecommunications, Inc.'s Tariff to Offer Contract Service Arrangement KY98-4958-00 for an 11% Discount on Various Services, Docket No. 98-00244.

are only bound to give the same terms to all persons alike under the same conditions and circumstances, and *any fact that produces an inequality of condition and a change of circumstances justifies an inequality of charge.*

Id. As NEXTLINK implicitly acknowledges, BellSouth demonstrated an "inequality of condition" or a "change of circumstances" in the CSA Proceedings based, in part, on competitive alternatives being available to a specific customer. See Petition at 1.

With regard to the tariff in this docket, the "inequality of condition" or "change of circumstances" is even more dramatic: far from simply having competitive alternatives available to them, the customers to whom this tariff applies have actually taken advantage of a competitive offer and are receiving services from a competitor. Clearly, customers who have left BellSouth and who are receiving services from a competitor are in a much different situation than customers who have not. NEXTLINK cannot legitimately argue otherwise. As a matter of law, therefore, BellSouth's tariff is not unduly discriminatory.

B. THE FCC ITSELF HAS STATED THAT WINBACK EFFORTS ARE PRO-COMPETITIVE AND BENEFICIAL TO CUSTOMERS.

In a continuation of the same mantra it chanted throughout the CSA Proceedings, NEXTLINK once again claims that BellSouth's efforts to provide lower rates and additional competitive choices to Tennessee consumers is somehow "anti-competitive." See Petition at 1-2. Of course, these lamentations come from the same company whose witness in the CSA Proceedings testified that the market for medium and large customers in her area is "highly competitive." See Tr. of

CSA Proceedings, Vol. II.B at 121. This same NEXTLINK witness testified that despite the highly competitive nature of the markets where NEXTLINK has chosen to compete, she was able to exceed her 12-month sales quota by 10%. *Id.*, Vol. II.B at 120-121. NEXTLINK clearly has no trouble competing in Tennessee, especially given the fact that it has not been subjected to the vast majority of the regulatory burdens it improperly seeks to impose upon BellSouth. NEXTLINK's Petition, therefore, is little more than an improper attempt to make life even easier for itself by insulating its customer base from competition from BellSouth.

In fact, the only basis set forth in the Petition in support of NEXTLINK's cries of "anti-competitive impact" is the fact that BellSouth's tariff is directed toward businesses that have left BellSouth and are currently obtaining services from a competitor. Without citing any authority whatsoever, NEXTLINK claims that "this tariff reflects a wholesale effort to thwart the development of a competitive market." Petition at 1. Unfortunately for NEXTLINK, the Federal Communications Commission ("FCC") does not agree with this claim.

On September 3, 1999, the FCC entered its "Order on Reconsideration and Petitions for Forbearance" (Order No. 99-223) in CC Docket No. 96-149. In this Order, the FCC discussed winback efforts by ILECs.⁵ The FCC specifically stated that "[w]e agree with those petitioners who argue that the use of CPNI [to regain

⁵ As used in the FCC's Reconsideration Order, the term "winback" refers to situations in which a customer "has already switched to and is receiving service from another provider." *Order* at ¶65.

customers who have switched to another carrier] is consistent with both the language and the goals of the [Federal Telecommunications Act of 1996]." *Id.* at ¶68.⁶ More generally, the FCC stated that restrictions on winback activities "may deprive customers of the benefits of a competitive market," explaining that

Winback facilitates direct competition on price and other terms, for example, by encouraging carriers to "out bid" each other for a customer's business, enabling the customer to select the carrier that best suits the customer's needs. ¶69.

Some commenters argue that ILECs should be restricted from engaging in winback campaigns, as a matter of policy, because of the ILECs' unique historic position as regulated monopolies. Several commenters are concerned that the vast stores of CPNI gathered by the ILECs will chill potential local entrants and thwart competition in the local exchange. We believe that such action by an ILEC is a significant concern during the time subsequent to the customer's placement of an order to change carriers and prior to the change actually taking place. Therefore, we have addressed that situation at Part V.C.3, *infra*. However, once a customer is no longer obtaining service from the ILEC, the ILEC must compete with the new service provider to obtain the customer's business. We believe that such competition is in the best interest of the customer and see no reason to prohibit ILECs from taking part in this practice. ¶70.

We are also unpersuaded by the allegations that an incumbent carrier's use of CPNI in winback campaigns amounts to a predatory practice designed to prevent effective market entry by new competitors. Contrary to the commenters' suggestions, we believe such use of CPNI is neither a *per se* violation of section 201 of the Communications Act, as amended, nor the antitrust laws. ¶71.

⁶ The FCC's Reconsideration Order was released shortly after the Tenth Circuit vacated the FCC's original CPNI order on grounds that do not impact the "winback" discussion in the Reconsideration Order. As explained in Attachment 2 (which is a letter from the USTA reporting on its meeting with the FCC staff), the FCC views its Reconsideration Order, which includes the "winback" discussion in its Reconsideration Order as being unaffected by the Tenth Circuit's decision. Therefore, BellSouth believes that the Reconsideration Order continues to reflect the FCC's favorable view of winback efforts.

(Emphasis added). BellSouth cannot say it any more plainly than the FCC said it: "Once a customer is no longer obtaining service from the ILEC, the ILEC must compete with the new service provider to obtain the customer's business. We believe that such competition is in the best interest of the customer and see no reason to prohibit ILECs from taking part in this practice." *Id.* at ¶70 (emphasis added). Contrary to NEXTLINK's accusations, therefore, BellSouth's tariff is pro-competitive, it benefits customers, and it should be approved without delay.

C. THE DOCTRINES OF ESTOPPEL AND UNCLEAN HANDS PROHIBIT NEXTLINK FROM FILING THIS PETITION.

Much more than merely an old saying, it is the law in Tennessee that "[h]e who comes into a court of equity asking its aid, must come with clean hands." *Brandon v. Wright*, 838 S.W.2d 532, 534 (Tenn. Ct. App. 1992). NEXTLINK should be held to this standard because, in effect, NEXTLINK is asking the TRA to grant equitable relief by preventing BellSouth from implementing a tariff while NEXTLINK has time to conjure up arguments against the tariff. The TRA, however, should deny this request because NEXTLINK's hands are far from clean.

First, it is NEXTLINK -- not BellSouth -- that has failed to act in a timely manner in this docket. BellSouth posted a notification on its website informing CLECs of this offering on May 1, 2000, and NEXTLINK did nothing. BellSouth filed this tariff on May 15, 2000, and NEXTLINK did nothing. The TRA issued a Final Conference Agenda for its June 6 Conference (which listed this tariff as a matter to be considered during that Conference) on May 26, 2000, and NEXTLINK did

nothing. Thus it is NEXTLINK -- not BellSouth -- that has created the last-minute nature of its Petition by failing to file it until one working day before the TRA was scheduled to consider BellSouth's tariff.

Second, NEXTLINK has recently made competitive offerings available in violation of the rules that apply to its service offerings. On February 15, 2000, NEXTLINK ran an advertisement in *The Tennessean* describing an offering it calls "The WorX" and urging prospective customers to "Call 777-7777 order The WorX today." See Attachment 3 (emphasis added). A similar advertisement ran in *The Tennessean* again on February 27, 2000. See Attachment 4.

The existing filing requirements for this offering are fairly minimal.⁷ Section 1220-4-8-.07 of the TRA's rules for CLECs, for example, provides that "[t]ariffs and price lists for new services shall be effective on the tariff or price filing date" (Emphasis added). Additionally, NEXTLINK's promotional tariff provides that its promotions "will be filed with the Tennessee Regulatory Authority for approval on one day's notice." NEXTLINK Tariff No. 1, §4.1 (emphasis added).

Despite these clear and simple filing requirements, NEXTLINK did not file anything with the TRA regarding "The WorX" prior to running the advertisements referenced above. Instead, NEXTLINK filed a letter regarding "Promos -- The Worx" with the TRA on March 3, 2000 -- at least two weeks after it began advertising the

⁷ BellSouth is aware of no statutory authority authorizing tariff filing requirements for CLECs that are different than the tariff filing requirements for ILECs, and BellSouth does not waive any arguments it has regarding the legality of such differences.

promotion in the media. See Attachment 5. Moreover, upon information and belief, NEXTLINK offered numerous BellSouth customers "The WorX" prior to March 3, 2000, the date of its notification to the TRA. Despite these facts, NEXTLINK's March 3, 2000 letter to the TRA states that "for the next ninety days, NEXTLINK will be offering [The WorX]" in the Nashville market.

Obviously, speed to market is critical in the highly competitive telecommunications markets served by NEXTLINK -- otherwise, why would NEXTLINK begin offering the promotion before providing the TRA a mere one-day's notice of its intent to do so? BellSouth, however, has had to wait at least thirty days to put its competitive offering on the market by way of this tariff. Now, the same competitor that ignored the TRA's filing requirements in order to put its offering on the streets according to its own schedule is attempting to further delay BellSouth's ability to put its competing offering on the market. The TRA simply should not allow NEXTLINK to reap any rewards from this type of action -- especially in light of fact that NEXTLINK's basis for challenging BellSouth's tariff lacks merit as a matter of law.

**D. THE INTERESTS OF JUSTICE WOULD NOT BE SERVED IF
NEXTLINK'S MERITLESS AND UNTIMELY PETITION WERE
GRANTED.**

As noted above, the market in which NEXTLINK has chosen to compete is highly competitive, and winback efforts are essential if BellSouth (or any other service provider) is to survive in that market. Moreover, speed to market is an essential component of any competitive offering. While BellSouth's competitors

currently may place their offerings on the market on one-day's notice, BellSouth is disadvantaged by having to wait thirty days to place its similar offerings on the market. Allowing NEXTLINK to further insulate its customers from BellSouth's competitive offerings on the basis of meritless allegations of law would prejudice not only BellSouth, but also Tennessee consumers who should be allowed to consider as many competitive alternatives as quickly as possible.

CONCLUSION

For the reasons stated above, the TRA should deny NEXTLINK's Petition, and it should approve BellSouth's tariff during the June 6, 2000 Directors' Conference.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Patrick W. Turner
Guy M. Hicks
Patrick W. Turner
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301

215149

ATTACHMENT 1

10.0 PROMOTIONAL OFFERINGS

10.3 No Money Down Promotion

Beginning January 14, 1998 through March 31, 1998, for new Customers that switch their Local Exchange Telecommunications Service to the Company from an I.L.E.C., and for existing Customers that add a new service to their existing service, the Company will waive all Non-Recurring Installation Charges for (Standard Single/Multiple Business Line, Key System, ICG Standard Business Line Plus, Single/Multiple Analog PBX Trunk, DID/DOD, Digital Voice Grade DS-1/Digital Trunks, ISDN PRI).

In order to qualify, new Customers must maintain a minimum of 10 active lines or trunks with the Company for 60 days after installation. If the Customer does not maintain at least 10 active lines or trunks in service for at least 60 days, the Company will bill to the Customer and the Customer shall be responsible for payment of the full amount of the credit that was previously extended to the Customer by the Company under this No Money Down Promotion. The Customer will be responsible for payment of all charges for additional lines or trunks that exceed 300 lines or trunks. This Promotion is available to the Company's "on-net", "hybrid" and "resale" Customers. Payment in full, consisting of the balance due in excess of 300 lines or trunks, must be received by the Company by the due date specified on the invoice in order to prevent the assessment of a late payment charge on any unpaid amount. New Service Contracts must be signed and dated by both parties by March 31, 1998.

Issued: January 14, 1998

Effective: February 13, 1998

Issued by: Carl Jackson, Jr.
Senior Director, Government Affairs
50 Glenlake Parkway, Suite 500
Atlanta, Georgia 30328

Advice Letter No. 5

10.0 - PROMOTIONAL OFFERINGS

10.5 Installation Credit Promotion

Beginning February 16, 1999 through August 16, 1999, for new customers of the eligible (T) services listed herein, that switch their Local Exchange Telecommunications Service to the Company from an ILEC, and for existing Customers that add one or more of the following eligible services to their existing service, the Company will determine Non-recurring Installation credits on a case by case basis (ICB), pursuant to this Installation Credit Promotion and the particular tariffed services ordered by the customer. This promotion applies to the following eligible services: Standard Single/Multiple Business Line, ICG Standard Business Line Plus, Single/Multiple Analog PBX Trunk, Digital (D) Voice Grade DS-1/Digital Trunks, and Digital Access Service (DAS). Other than the (D) Installation Credit described in this section, all other recurring and non-recurring charges listed in this tariff as applicable to the eligible services continue to apply.

In order to qualify for this Installation Credit promotion, the customer must maintain a minimum of 10 lines or trunks with the Company for the duration of 90 days from date of contract signature. If the Customer does not maintain at least 10 active lines or trunks in service for at least 90 days after the contract signature date, the Company will bill to the Customer and the Customer shall be responsible for payment of the full amount of the credit that was previously extended to the Customer by the Company under this "Installation Credit". New Service Contracts must be signed and dated by both ICG Telecom Group and the Customer by August 16, 1999 and all services must be installed (T) by October 16, 1999 in order to be eligible for this promotion. (T)

Arrangements for this promotion will be developed on a case by case basis (ICB) in response to the Company's need to meet competition and will be offered to the Customer in writing and on a non-discriminatory basis.

Issued: February 16, 1999

Effective: February 16, 1999

Issued by: J. Carl Jackson, Jr.
Senior Director, Government Affairs
50 Glenlake Parkway, Suite 500
Atlanta, Georgia 30328

TN9805

ATTACHMENT 2

May 18, 2000

Magalie Roman Salas, Secretary
Federal Communications Commission
445 - 12th Street, SW -TW - A325
Washington, DC 20554

Re: **Oral *Ex Parte*/Status Meeting with FCC Staff
Regarding Customer Proprietary Network Information
(CC Docket Nos. 96-115, 96-149)**

Dear Ms. Roman Salas:

Today, on behalf of the United States Telecom Association (USTA), USTA's Legal and Regulatory Affairs Vice President and General Counsel, Lawrence Sarjeant and I met with Attorneys Margaret Egler and Eric Einhorn of the Federal Communications Commission's Common Carrier Bureau regarding matters pertaining to the above-referenced docket.

Specifically, USTA sought to ascertain the current status of the FCC's CPNI rules and regulations in light of (1) the United States Court of Appeals for the Tenth Circuit's August 18, 1999 decision vacating the FCC's CPNI rules and regulations, stemming from the FCC's Second Report and Order and Further Notice of Proposed Rulemaking in the relevant proceeding; (2) the FCC's Order on Reconsideration, as adopted by the Commission on August 16, 1999, in this proceeding; and (3) the FCC's April of 2000 action before the United States Supreme Court.

In the latter regard, the Department of Justice, acting on the FCC's behalf, filed a brief in opposition to the Competition Policy Institute's (CPI) petition for a writ of certiorari to the United States Court of Appeals for the Tenth Circuit in the matter of US West, Inc. v. FCC. After the appeals court vacated the FCC's rules and regulations and denied the FCC's petition for rehearing, CPI sought review of the decision by the United States Supreme Court (Case No. 99-1427). The FCC's Brief, in that matter, argues against the High Court's review of the lower-court decision; and recommends that the FCC be allowed to pursue further rulemaking proceedings concerning Section 222; and the Commission's CPNI rules and regulations.

In relevant part, the FCC's Brief states:

Nevertheless, certiorari is not warranted at this time to review

the court of appeals' decision. The court of appeals struck down only the FCC's regulation, and did not hold that Section 222 itself is invalid. Moreover, the court made clear that it was not directing that the FCC adopt any particular regime on remand, and it therefore did not deny the FCC discretion to devise an approval requirement that will fulfill the 1996 Act's goals of protecting customer privacy and promoting competition. To the extent the court of appeals' decision was based on its perception that the administrative record was inadequate to sustain the validity of a particular scheme to regulate use of CPNI, proceedings on remand may also address that concern. [FCC Brief at 11; citation omitted.]

At the meeting with FCC Staff, USTA learned that the FCC will apply its interpretation of Section 222 of the Telecommunications Act, as amended, as articulated in the FCC's Reconsideration Order in the event of an enforcement action brought on a complaint filed pursuant to Section 208 of the Act. In that regard, FCC Staff explained that the Reconsideration Order was not being viewed by the Agency as having the force and effect of a final rule.

Additionally, USTA was informed that the FCC is currently awaiting the status of the High Court's decision before it will take any further rulemaking action addressing CPNI. In that regard, it was explained to USTA that if the Court opts against reviewing the case, the FCC will decide how it will proceed in revisiting its rules and regulations under Section 222. Staff provided that the Commission is evaluating whether it will establish a rulemaking to address all of the rules; or whether it will limit its approach to issues pertaining to CPNI "opt-in" and "opt-out" customer options. In the event the High Court denies CPI's petition for review, it is USTA's understanding from FCC Staff that the Agency expects to take expeditious action to implement a rulemaking, to the extent it resolves at that juncture, that such action is appropriate and lawful given the disposition in light of judicial directives and/or other relevant considerations.

While USTA's intent and actions concerning this meeting were to determine the disposition of the FCC's CPNI rules and regulations and status inquiries do not invoke the Commission's Ex Parte rule requirements, this letter is nonetheless being filed pursuant to Commission Rule 1.1206(2) in the event that the ex parte rule does in fact apply to the meeting. Therefore, an original and one copy of this letter has been forwarded to you for inclusion in the public record. Please contact me if you have any questions about this matter.

Respectfully,

Julie E. Rones
Senior Counsel

cc: Margaret Egler, Esq.

Eric Einhorn, Esq.

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BIG IDEA for a small world.

Everyday the world grows a bit smaller. Now it can even fit on your desktop. It's called **The WorX** from NEXTLINK. **The WorX** is a comprehensive package of telecommunications services that will put you in touch with the world from a single workstation. The WorX gives your employees total communication freedom for just \$99 per workstation per month. If your office has 10 or more workstations, you can order The WorX complete with all these valuable services:

- NEXTLINK-based Centrex system with 2 dedicated telephone numbers for each station and hunting, roll-over, call forwarding, voice mail, message waiting, and 3-way conference calling.



- All local area calling
- 1,000 nationwide local calling minutes per month*
- Internet service with dedicated, high-speed continuous access
- E-mail services
- Web site development and Web hosting

There's no expensive equipment to buy and no need for on-site expertise. All services are single-sourced and networked together through your NEXTLINK provider. The world is waiting to say "hello."

Call 777-7777 order The WorX today.

* Services here are offered pursuant to and governed by terms of NEXTLINK's tariffs and Customer Service Order and Agreement. Price does not include taxes, fees, or surcharges such as FCC Access charge, PICC charge, PIC change fees, or payphone surcharge. NEXTLINK Long Distance is part of the WorX service. National local calling area limited to calls within the 48 contiguous states; all other areas and minutes over 1,000 per Complete WorX station will be at tariffed rates. This offer currently limited to Nashville, Tennessee.

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ATTACHMENT 4

BUSINESS

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"He can do it all."

Chapman, another TSU grad whose specialty is sales and marketing, first worked with Germany at Zycron.

Germany hopes to grow the company steadily over the next few years, opening offices in Baton Rouge, Louisville, Ky., and Little Rock, Ark., while maintaining his Nashville headquarters.

"I like working with the churches and the universities," he said. "We'll probably also branch out into government."

With the business on more secure ground, Germany admits to cutting back a bit on the 18-hour days. He still works hard, but has more time now to hang out with friends and enjoy some fun and relaxation.

"I've even started to play a little golf," he said. ■

Renee Elder covers small business and workplace issues for *The Tennessean*. She can be reached at 259-8882 or relder@tennessean.com.

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Jerry Jennings, CRS

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the triple-decker of office workstations that comes with all the fixin's.

NEXLINK is serving up a hot new combo in office telecommunications. It's **The WorXTM**, a comprehensive bundle of telecommunication services wrapped into a single workstation. It will satisfy your employees' craving for total and customized communication freedom every day for just \$99 per workstation per month...less than the cost of a daily fast food lunch. If your office has 10 or more workstations, order **The WorX** and pile on these extras:

- NEXLINK-based Centrex system with 2 dedicated telephone numbers for each station and hunting, roll-over, call forwarding, voice mail, message waiting and 3-way conference calling.
- All local area calling
- Nationwide local calling*
- Internet service with dedicated, high-speed continuous access
- E-mail services
- Web site development and Web hosting

There's no expensive equipment to buy and no need for on-site expertise. All services are single-sourced and networked together through your NEXLINK provider.

Take a bite out of the competition and put a world of communication at your desk.

Call 777-7777 to order The WorX today.

Terms, conditions and restrictions apply as stated in NEXLINK's tariffs and Customer Service Order and Agreement. Price does not include taxes, fees, or surcharges such as FCC Access charge, PICC charge, PIC charge fees, or payphone surcharge. This offer currently limited to Nashville, Tennessee. NEXLINK long distance is part of the WorX service.

*Nationwide local calling limited to 1,000 domestic minutes per Complete WorX station; all other areas and minutes over 1,000 per Complete WorX station will be at tariffed rates.

the WORXTM
the world at your desk.



NEXLINK

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prospective buyers. And president Ed Shultz has said the Lawrenceburg facility could close if a suitable contract with the union is not reached. Negotiations have been under way since late June.

Since September, union members have twice rejected a proposal from Murray.

The UAW represents about 2,000 Murray assembly-line employees. While neither side has disclosed specific points of negotiations, union officials have said the talks center on several items, including:

- Pay and benefits. Current Murray employees earn from about \$8.35 to \$13 per hour depending on job classification and shift, according to the union.

- Voluntary layoffs and mandatory overtime.

- Outsourcing of work and job security as the plant has shed products. Bicycle and go-cart manufacturing lines have been moved to Murray plants in Mantachie, Miss., and Jackson, Tenn., leaving Lawrenceburg with production of riding and push lawn mowers.

Murray operates a plant in McKenzie, Tenn., as well. ■

ATTACHMENT 5

N E T L I N K

March 3, 2000

REC'D TN
REGULATORY AUTH.

'00 MAR 3 PM 4 06

EXECUTIVE SECRETARY

Mr. David N. Foster
Manager – Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

TARIFFING

RE: Promos – The Worx

00 174

Dear David:

Please be advised that, for the next ninety days, NEXTLINK will be offering, on a month-to-month basis, the attached product combining regulated and nonregulated services as a beta, or promotional product, in the Nashville market. Any tariff modifications to regulated services necessary to accommodate this offering will be forthcoming before the end of the 90-day period.

Sincerely,

Joan Roehl

Joan Roehl

Legal/Regulatory Affairs

Enclosure

Regional Office

105 Molloy Street

Suite 300

Nashville, TN 37201-2315

615.777.8888

fax: 615.777.7708

easy to use PHONE features

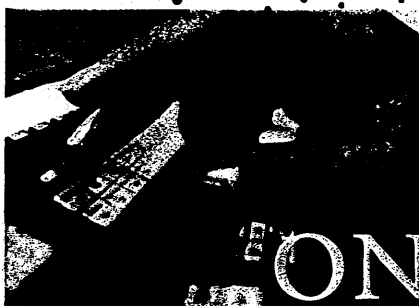
Finally! All of the dialing features you need without the usual hassles of costly equipment or complicated re-wiring. The equipment for your service will be housed at NEXTLINK's central switch facility thus eliminating the need for you to buy and maintain expensive equipment.

The WorX™ will provide you with a Nortel Networks™ Meridian Digital Centrex phone unit for each station that will replace the current telephone on each desk and a Meridian operator console for your receptionist.

WorX Standard Features Include:

- Call Forwarding - Variable
- Call Forwarding - Don't Answer
- Call Forwarding - Busy
- Call Hold
- Call Pick-Up
- Call Transfer
- Call Waiting/Cancel Call Waiting
- Three-Way Calling
- Hunting
- Speed Call - Long List
- Calling Name/Number Blocking/Unblocking
- Last Number Redial
- Abbreviated Dialing: 4-Digit Dialing for Extensions
- Caller ID With Name
- Voice Mail Message Notification
- Remote Access To Call Forwarding
- Multiple Appearance Directory Numbers (or, at the customer option, Uniform Call Distribution)

* Meridian is a product of Nortel Networks,™ not affiliated with NEXTLINK.

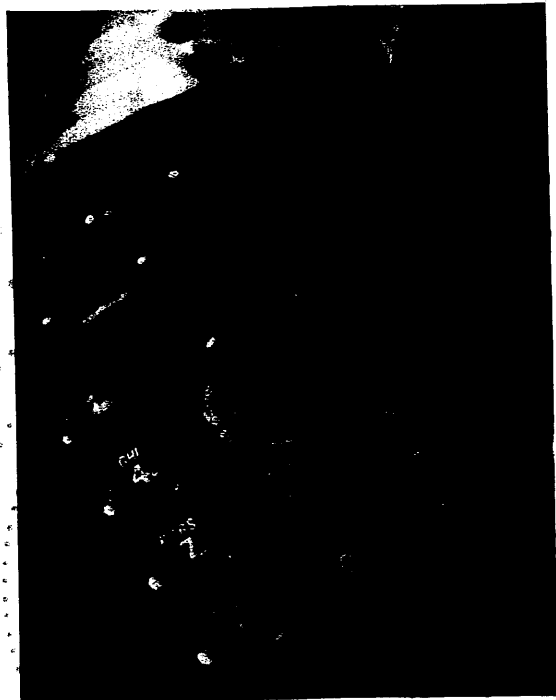


ONE PHONE.
ONE SOLUTION
ONE COMPANY

the WOR 
the WORLD at your desk

NEXTLINK

Local area, nationwide Local calling and voice mail

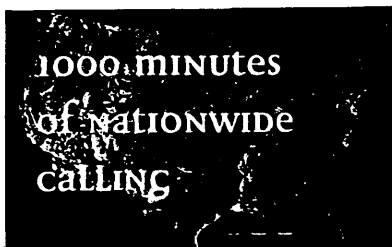


NEXTLINK Local Area Calling provides you with all the features you need to make and receive local area calls, including:

- hunting/rollover
- call forwarding
- internal 4-digit dialing
- conference calling
- voice mail with zero-out and pager notification
- message waiting indication
- automatic call return
- two-phone numbers
- call transfer

NEXTLINK Nationwide Local Calling provides you with virtually unlimited long distance calling capabilities including:

- 1,000 minutes of nationwide calling* included at each work station
- additional minutes at competitive rates**
- the ability to combine all long distance minutes into a "resource pool" to be accessed by any work station utilizing **The WorX™**. (For example: 12 desks on **The WorX** Complete Package result in a long distance resource pool of 12,000 minutes per month. Those 12,000 minutes can be utilized by any of the 12 desks in any configuration until the resource pool is depleted.)



- Intra-LATA toll service is included.
- Some services are not included such as: 900, calling card, International calling or directory assistance (tariffed rates apply.)

Voice Mail: Each desk will receive one voice mailbox with a host of features. Additional mailboxes can be purchased for \$15/month.

*Nationwide calling is defined by tariffs and includes the 48 contiguous states.

**International and all additional minutes over 1,000 at tariffed rates. Terms, conditions and restrictions apply as stated in NEXTLINK's Service Order Agreement and tariff.

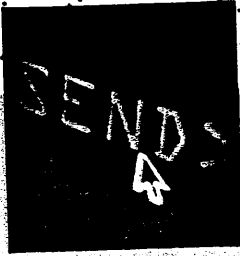
the WOR



the world at your desk.

NEXTLINK

Internet access and e-mail



Internet Access: The WorX™ provides you with a high speed network connection to

the Internet that is up to 10x faster than the fastest modem dial-up connection. This gives you instant access to the worldwide web.

The WorX Internet Access is compatible with most web operating platforms including Netscape Navigator*, Netscape Communicator*, Microsoft Internet Explorer*.

E-Mail: The WorX allows each user to customize each e-mail account and identity. In most cases, NEXTLINK can transfer the currently registered domain name for each e-mail account.

Two e-mail accounts are available with each work station on **The WorX**. Additional e-mail accounts are available for \$5/month.

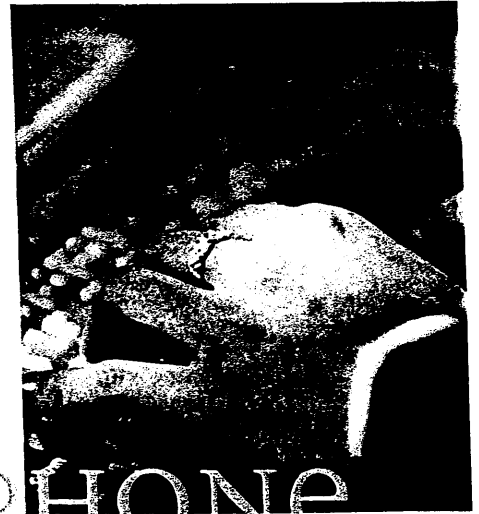
The WorX: Web Hosting/Web Development:

Web Hosting: If you already have a Web Site for your company, NEXTLINK will host all pages belonging to the domain** up to 10 MB.

Web Development: If you do not currently have a web site, then **The WorX** will provide you with a credit with a designated local web site design company for up to four pages of web page development per company. Development beyond the number of pages included can be managed between you and the local design company.

* Netscape Navigator, Netscape Communicator, and Microsoft Internet Explorer are registered trademarks and are not affiliated with NEXTLINK

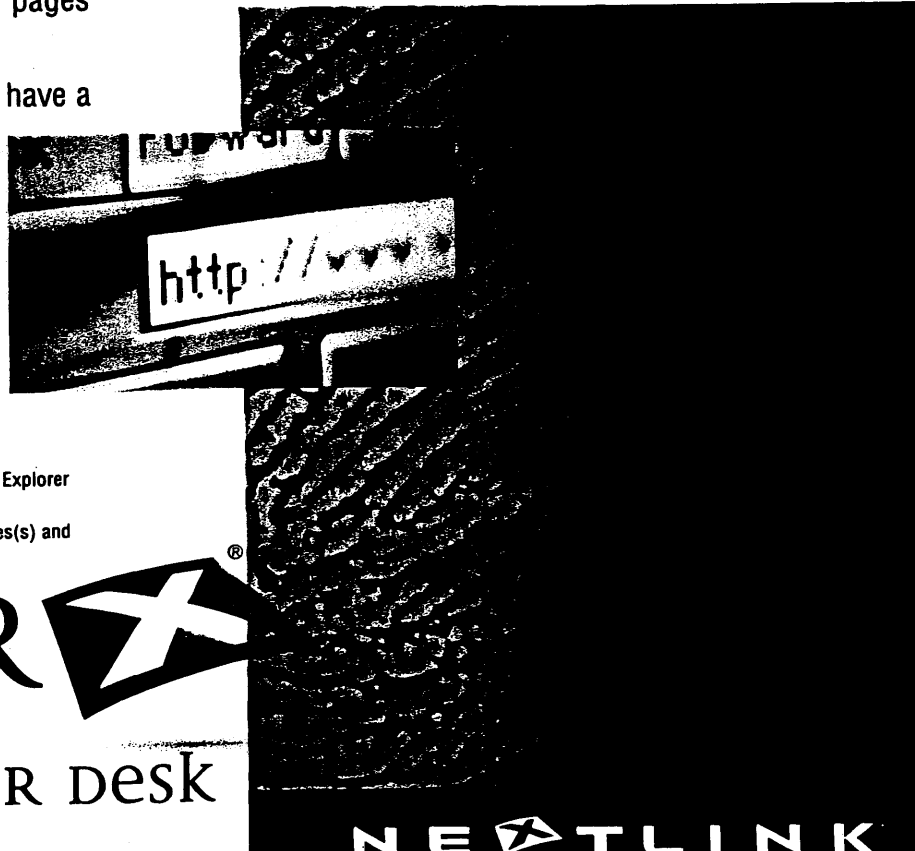
**The customer is responsible for all fees for registering domain names(s) and associated fees.



ONE PHONE.

ONE SOLUTION.

ONE company



the WORX

the world at your desk

NEXTLINK

PRICING

the WOR

the WORLD at your desk

the WORX™ from nextLINK makes each desk in your office a telecommunications nerve center. Local calls. 1,000 minutes of nationwide local calling. voice-mail. internet access. web hosting. e-mail. all neatly organized on one phone bill. simple. easy. convenient.

The WorX™ - Complete Package:

\$99/month/desk – 10 station minimum

The WorX – Standard Package:

\$69/month/desk—for stations that do not need Internet access. Nationwide local calling minutes not included on these stations.

A La Carte Items:

The WorX – Simple Lines:

\$35/month/desk—for simple phone lines for inbound/outbound fax use.

Additional Voice Mailboxes: \$15 each (in addition to the one included for each Complete WorX Work Station)

Additional E-mail accounts: \$5 each (in addition to the two included for each Complete WorX Work Station)

Inside Wiring: NEXTLINK will arrange quotes from vendors if additional inside wiring is required.



Terms, conditions and restrictions apply as stated in NEXTLINK's Service Order Agreement and tariff.

NE  TLINK

CERTIFICATE OF SERVICE

I hereby certify that on June 5, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight

Richard Collier, Esquire
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0500

☐ Hand
☐ Mail
☒ Facsimile
☐ Overnight

Henry Walker, Esquire
Boult, Cummings, Conners & Berry
414 Union Avenue, #1600
Post Office Box 198062
Nashville, Tennessee 37219-8062